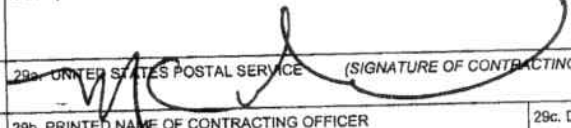


ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 18, 23, 24 and 28				1. REQUISITION NO. R00002875081NA		PAGE OF 1 2	
2. CONTRACT/ORDER NO. 2APSER-05-B-3005		3. AWARD/ EFFECTIVE DATE		4. MASTER/AGENCY CONTRACT NO.		5. SOLICITATION NO.	
7. For Solicitation Information Call		a. NAME Nicholas Faiola		b. TELEPHONE NO. (202) 268-4127		c. FAX NO. (202) 268-2595	
9. ISSUED BY Professional, Printing, and Creative Services, CMC United States Postal Service 475 L'Enfant Plaza SW, Room 4541 Washington DC 20260-4541 EMAIL: nfaiola@email.usps.gov		10. ACO CODE 2APSER		11. SOLICITATION METHOD <input type="checkbox"/> RFQ <input type="checkbox"/> RFP <input checked="" type="checkbox"/> ORAL		12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE SCHEDULE	
14a. SUPPLIER Opinion Research Corporation Attn: Linda Davis 600 College Road East 4th Floor Princeton NJ 08540-6636 TEL: (609) 452-5400 FAX: (609) [REDACTED] EMAIL: [REDACTED].COM		15a. BILLING ADDRESS SAN MATEO ASC SAN MATEO ASC ACCOUNTS PAYABLE 2700 CAMPUS DR SAN MATEO CA 94497-9470					
14b. <input type="checkbox"/> CHECK BOX IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		15b. SUBMIT INVOICES TO ADDRESS SHOWN BLOCK 15a UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
16. TYPE OF BUSINESS ORGANIZATION (Check all that apply) a. <input type="checkbox"/> MINORITY BUSINESS <input type="checkbox"/> BLACK AMERICAN <input type="checkbox"/> HISPANIC AMERICAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> ASIAN AMERICAN b. <input type="checkbox"/> WOMAN-OWNED <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EDUCATIONAL INSTITUTION <input type="checkbox"/> NON-PROFIT ORGANIZATION f. <input checked="" type="checkbox"/> NONE OF THE ABOVE ENTITIES		17a. DELIVERY ADDRESS WASHINGTON DC MARKET RESEARCH MARKET RESEARCH USPS 475 LENFANT PLZ SW RM 1106 WASHINGTON DC 202601106					
18. TAXPAYER IDENTIFICATION NO: [REDACTED]		17b. TELEPHONE NO: 2022683566 17c. DELIVER BY/END DATE: 02/09/2005					
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Opinion Research Corp. Strategic Ordering Agreement Sub Rept Req'd: Y Payment Terms: 1*30NET30 Accounting Info: BFN: 677850 Period of Performance: 02/09/2005 to 02/09/2009 Opinion Research Corp. Strategic Ordering Agreement						
00001	Opinion Research Corp. Strategic Orderig Agreement Minimum: \$10,000 Continued ...			1	JB	1.00	1.00
				TOTAL AWARD AMOUNT (USPS Use Only)			\$1.00
25.				27. <input checked="" type="checkbox"/> Award of Contract: Your offer on Solicitation (block 5) is accepted as to items			
26. <input type="checkbox"/> The supplier is required to sign this document and return copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.				28a. UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER) 			
28a. SIGNATURE OF SUPPLIER				29b. PRINTED NAME OF CONTRACTING OFFICER Michael Whisler			
28b. PRINTED NAME AND TITLE OF SUPPLIER				29c. DATE SIGNED 2/1/05			
28c. DATE SIGNED							

CONTINUATION SHEET

REQUISITION NO.
R00002875081NA

PAGE OF
2 2

CONTRACT/ORDER NO.
2APSER-05-B-3005

AWARD/
EFFECTIVE DATE

MASTER/AGENCY CONTRACT NO.

SOLICITATION NO.

SOLICITATION
ISSUE DATE

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Maximum: \$5,800,000</p> <p>Obligated Amount: \$1.00</p> <p>Account Number: 52323</p> <p>Opinion Research Corp. Strategic Ordering Agreement</p> <p>Opinion Research Corp. Strategic Ordering Agreement</p> <p>Total amount of award: \$1.00.</p>				

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PART 1 - COVER SHEET AND SCHEDULE

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REMITTANCE ADDRESS

Remittance Address (if different from Block 14a, PS Form 8203)

PRIVACY ACT STATEMENT

PRIVACY ACT STATEMENT

To the extent that the information you provide is about an individual, the Privacy Act will apply. Collection of that information is authorized by 39 USC 401. As a routine use, the information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security, or suitability investigations, contracts, licenses, grants, or other benefits; to a congressional office at your request; to an expert, consultant, or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to a federal, state or local agency, financial institution or other appropriate entity for the purpose of verifying an individual's or entity's eligibility or suitability for engaging in a transaction. In addition, the following disclosures may be made to any person: a solicitation mailing list when a purchase is highly competitive and competitions will not be harmed by release, or to provide an opportunity for

potential subcontractors seeking business; a list of lessors of real or personal property to the Postal Service; a list of entities with whom the Postal Service transacts for goods or services, interests in real property, construction, financial instruments, or intellectual property; and the identity of the successful offeror. Completion of this form is voluntary; however, if this information is not provided, we will be unable to process your request.

PART 2 - PROVISIONS

PROVISION 4-1 Standard Solicitation Provisions (December 2003)(4.2.2)

a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation. Offers may be submitted on PS Form 8203, Order/Solicitation/Offer/Award, letterhead stationary, or as otherwise specified in the solicitation. As a minimum offers must show:

- (1) Solicitation number;
- (2) The name, address and telephone number of the offeror;
- (3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (4) Terms of any expressed warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and
- (10) If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

b. **Reserved**

c. **Product Samples.** When required by the solicitation, product samples must be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples must be submitted at no expenses to the Postal Service and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

d. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

e. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.

f. **Type of Contract.** The Postal Service plans to award a [(contracting officer insert type of contract; see PM 2.4)] type of contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will ☐ will not ☐ be considered.

g. **Contract Award.** The Postal Service will evaluate offers and may award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions will be conducted if determined by the contracting officer as

necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

h. Multiple Awards. The Postal Service may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any items for quantity less than the quantities offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

i. Incorporation by Reference. If checked, the following provision is incorporated in this solicitation by reference (Contracting officer will check as appropriate.):

☒ Provision 3-1, Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements.

PROVISION 4-2 Evaluation (January 2002) (4.2.2)

a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. The following performance evaluation factors will be used in the evaluation of offers: *[(Contracting officer insert the proposal-specific and supplier-specific performance evaluation factors and indicate their relative importance. In addition, state, in accordance with PM 2.1.10, the relative importance of the performance evaluation factors as compared to price.)]*

b. Options. The Postal Service will ☐ will not ☐ evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Postal Service may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Postal Service to exercise the option(s).

c. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

PROVISION 4-3 Representations and Certifications (December 2003) (4.2.2)

a. Type of Business Organization. The offeror, by checking the applicable blocks, represents that it:

(1) Operates as:

☒ a corporation incorporated under the laws of the state of New Jersey;

☐ an individual;

☐ a partnership;

☐ a joint venture;

☐ a limited liability company

☐ a nonprofit organization, _____ or;

☐ an educational institution; and

(2) Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business
- ☐ Black American
- ☐ Hispanic American
- ☐ Native American
- ☐ Asian American
- ☐ a woman-owned business;
- ☐ an educational or other nonprofit organization, or
- ☐ none of the above entities.

(3) **Small Business Concern.** A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

(4) **Minority Business.** A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchea (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

(5) **Woman-owned Business.** A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

(6) **Educational or Other Nonprofit Organization.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

b. Parent Company and Taxpayer Identification Number.

(1) A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

(2) Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN

- (3) Check this block if the offeror is owned or controlled by a parent company: ☐
- (4) If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office: _____

Address: _____

No. and Street: _____

City: _____ State: _____ Zip Code: _____

Parent Company's TIN: _____

(5) If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

c. Certificate of Independent Price Determination.

(1) By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

(a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

(b) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

(c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

(2) Each person signing this proposal certifies that:

(a) He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

(b) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

(3) Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

d. Certification of Nonsegregated Facilities.

(1) By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

(3) The offeror further agrees that (unless it has obtained identical certifications from proposed

subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

e. Certification Regarding Debarment, Proposed Debarment, and Other Matters (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

- (1) The offeror certifies, to the best of its knowledge and belief, that it or any of its principals
 - (a) Are ☐ are not ☒ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
 - (b) Have ☐ have not ☒ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (c) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
 - (d) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
 - (e) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
- (2) The offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
- (3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- (4) The offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see PM 2.1.9.c.3). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.
- (6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

(8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the Contracting Officer may terminate the contract resulting from this solicitation for default.

f. Incorporation by Reference. If checked, the following provisions are incorporated in this solicitation: (Contracting officer will check as appropriate.)

- ☐ (a) Provision 1-2, Domestic Source Certificate - Supplies
- ☐ (b) Provision 1-3, Domestic Source Certificate - Construction Materials
- ☐ (c) Provision 9-1, Equal Opportunity Affirmative Action Program
- ☐ (d) Provision 9-2, Preaward Equal Opportunity Compliance Review
- ☐ (e) Provision 9-3, Notice of Requirements for Equal Opportunity Affirmative Action.

PART 3 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

CLAUSE B-18 Subcontracts (January 1997) (B.1.2)

CLAUSE 4-5 Inspection of Professional Services (December 2003) (4.5.3)

CLAUSE 4-7 Records Ownership (January 1997) (4.5.3)

CLAUSE 6-1 Contracting Officer's Representative (January 1997) (6.1.1)

CLAUSE 7-5 Errors and Omissions (December 2003) (7.2.4)

CLAUSE 8-1 Patent Rights (December 2003) (8.2.2)

CLAUSE 8-4 Patent Indemnity (January 1997) (8.2.4)

The above clauses are incorporated by reference as if set forth in full text. The text of these clauses may be accessed electronically at this address: <http://www.usps.com/cpim/manuals/pm/pm.htm>, or, upon request, will be provided by the contracting officer.

CLAUSE B-3 Contract Type (January 1997) (B.1.2)

This is a Indefinite Quantity contract with a minimum of \$10,000 and a maximum of \$3,600,000 contract.

CLAUSE 4-1 General Terms and Conditions (December 2003) (4.2.7)

a. Inspection and Acceptance. The supplier will only tender for acceptance those items that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test supplies or services that have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The

d. Reserved

e. Reserved

f. Reserved

g. Invoices

(1) The supplier's invoices must be submitted before payment can be made. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:

(a) Any services being billed for have been performed in accordance with the contract requirements; and

(b) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with the instructions issued by the contracting officer and that the supplies are in the quantity and of the quality designated in the contract.

(2) To ensure prompt payment, an original invoice (or electronic invoice, if authorized) must be submitted to the address designated in the contract to receive invoices for each destination and shipment. An invoice must contain:

(a) The supplier's name, remit to address (including ZIP+4) and phone number;

(b) Unique invoice number and invoice date;

(c) Any applicable task or delivery order number;

(d) A description of the supplies or services and the dates delivered or performed;

(e) The point of shipment or delivery;

(f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;

(g) Shipping and payment terms, including GBL number if applicable; and

(h) Any additional information required by the contract.

h. Patent Indemnity. The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

i. Payment

(1) Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may be made by the Postal Service either by check, electronic funds transfer or government credit card at the option of the Postal Service.

(2) In conjunction with any discount offered for early payment, time will be computed from the date of the invoice. For purposes of computing the discount earned, payment will be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

j. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract will remain with the supplier until, and will pass to the Postal Service upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;

(2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.

k. Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

l. Termination for the Postal Service's Convenience. The Postal Service reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the supplier must immediately stop all work and must immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the supplier will be paid a percentage of the work performed prior to the notice of termination, plus reasonable charges the supplier can demonstrate to the satisfaction of the Postal Service using its standard record keeping system, have resulted from the termination. The supplier will not be required to comply with the cost accounting standards and principles for this purpose. This paragraph does not give the Postal Service any right to audit the supplier's records. The supplier will not be paid for any work performed or costs incurred which reasonable could have been avoided.

m. Termination for Default. The Postal Service may terminate this contract, or any part hereof, for default by the supplier, or if the supplier fails to provide the Postal Service, upon request, with adequate assurances of future performance. In the event of termination for default, the Postal Service will not be liable to the supplier for any amount for supplies or services not accepted, and the supplier will be liable to the Postal Service for any and all rights and remedies provided by law. The debarment, suspension, or ineligibility of the supplier, its partners, officers, or principal owners under the Postal Service's procedures (see United States Postal Service Purchasing Manual 3.7) may constitute an act of default under this contract, and such act will not be subject to notice and cure pursuant to any termination of default provision of this contract. If it is determined that the Postal Service improperly terminated this contract for default, such termination will be deemed a termination for convenience.

n. Title. Unless specified elsewhere in this contract, title to items furnished under this contract will pass to the Postal Service upon acceptance, regardless of when or where the Postal Service takes physical possession.

o. Warranty. The supplier warrants and implies that the items delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract.

p. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the supplier will not be liable to the Postal Service for consequential damages resulting from any defect or deficiencies in accepted items.

q. Other Compliance Requirements. The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

r. Order of Precedence. Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service's Purchasing Manual, and its date. The text of incorporated terms may be

found in Appendix A (for provisions), or Appendix B (for clauses) of the Purchasing Manual, accessible at www.usps.com/business. The following clauses are incorporated in this contract by reference:

- (1) B-1, Definitions (January 1997)
- (2) B-9, Claims and Disputes (January 1997)
- (3) B-15, Notice of Delay (January 1997)
- (4) B-16, Suspensions and Delays (January 1997)
- (5) B-19, Excusable Delays (January 1997)
- (6) B-30, Permits and Responsibilities (January 1997)

t. Shipping. The supplier must deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure useability upon receipt.

CLAUSE 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (December 2003) (4.2.7)

a. Incorporation by Reference

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service's Purchasing Manual, and its date. The text of incorporated terms may be found in Appendix A (for provisions), or Appendix B (for clauses) of the Purchasing Manual, accessible at www.usps.com/business. The following clauses are incorporated in this contract by reference:

- a) Clause 1-5, Gratuities or Gifts (January 1997)
 - b) Clause B-9, Claims and Disputes (January 1997)
 - c) Clause B-25, Advertising of Contract Awards (January 1997)
 - d) Clause 9-1, Convict Labor (January 1997)
 - e) Clause 9-5, Contract Work Hours and Safety Standards
 - f) Act - Safety Standards (January 1997)
 - g) If checked, the following additional clauses are also incorporated in this contract by reference:
- (2) (Contracting officer will check as appropriate.)
- a) ☒ Clause 1-1, Privacy Protection (November 2001)]
 - b) ☐ Clause 1-6, Contingent Fees (January 1997)
 - c) ☐ Clause 1-9, Preference for Domestic Supplies (January 1997)
 - d) ☐ Clause 1-10, Preference for Domestic Construction Materials (January 1997)

- e) ☒ Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (February 1999)
- f) ☒ Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (February 1999)
- g) ☐ Clause 9-2, Contract Work Hours and Safety Standards Act - Overtime Compensation (January 1997)
- h) ☐ Clause 9-3, Davis-Bacon Act (January 1997)
- i) ☐ Clause 9-6, Walsh-Healey Public Contracts Act (January 1997)
- j) ☒ Clause 9-7, Equal Opportunity (January 1997)
- k) ☐ Clause 9-10, Service Contract Act (January 1997)
- l) ☐ Clause 9-11, Service Contract Act - Short Form (January 1997)
- m) ☐ Clause 9-12, Fair Labor Standards Acts and Services Contract Act - Price Adjustments (January 1997)
- n) ☐ Clause 9-13, Affirmative Action for Handicapped Workers (January 1997)
- o) ☐ Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (January 1997)
- b. Examination of Records.
 - (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
 - (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
 - (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.
 - (4) Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:
 - (a) The effectiveness of the supplier's policies and procedures to produce data compatible with the

objectives of these reports; and

(b) The data reported.

(5) Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

(a) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and

(b) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before (1) consulting with assigned counsel and the Office of the Inspector General and (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority. See PM 1.3.2.b)

CLAUSE 4-4 Nondisclosure (Professional Services) (January 1997) (4.5.3)

The supplier acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the supplier's code of ethics, the supplier specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The supplier further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

CLAUSE 8-6 Rights in Technical Data (January 1997) (8.3.5)

a. Definitions

(1) Data. Recorded information, regardless of the form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(2) Form, Fit, and Function Data. Data relating to an item or process that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software, it means data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.

(3) Limited Rights Data. Data other than computer software developed at private expense, including minor modifications of these data.

(4) Technical Data. Data other than computer software, of a scientific or technical nature.

(5) Unlimited Rights. The rights of the Postal Service in technical data and computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of Rights

(1) Except as provided in paragraph c below regarding copyright, the Postal Service has unlimited rights in:

(a) Technical data first produced in the performance of this contract (except to the extent that they constitute minor modifications of data that are limited rights data);

(b) Form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data must be delivered with unlimited rights;

(c) Technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(d) All other technical data delivered under this contract, unless provided otherwise in paragraph g below.

(2) The allocation of rights in any computer programs, data bases, and documentation will be determined by the Rights in Computer Software clause, except that limited rights data formatted as computer data bases for delivery to the Postal Service are to be treated as limited rights data under this Rights in Technical Data clause.

c. Copyright

(1) Unless provided otherwise in paragraph d below, the supplier may establish, without prior approval of the contracting officer, claim to copyright in scientific and technical articles based on, or containing, technical data first produced in the performance of this contract and published in academic, technical, or professional journals, symposia proceedings, or similar works. The prior, express written permission of the contracting officer is required to establish claim to copyright in all other technical data first produced in the performance of this contract. When making claim to copyright, the supplier must affix the applicable copyright notice of 17 U.S.C. 401 or 402. The supplier grants to the Postal Service and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in such copyright data to reproduce, prepare derivative works, distribute copies to the public, and perform and display the data publicly.

(2) The supplier may not, without prior written permission of the contracting officer, incorporate in technical data delivered under this contract any data not first produced in the performance of this contract containing the copyright notice of 17 U.S.C. 401 or 402, unless the supplier identifies the data and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a license of the same scope as set forth in subparagraph c.1 above.

(3) The Postal Service agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproductions of the data.

d. Release, Publication, and Use of Technical Data

(1) The supplier has the right to use, release to others, reproduce, distribute, or publish any technical data first produced by the supplier in the performance of this contract, except to the extent these data may be subject to the federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph d.2 following or expressly set forth in this contract.

(2) The supplier agrees that if it receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the supplier will treat the data in accordance with the markings unless otherwise specifically authorized in writing by the contracting officer.

e. Unauthorized Marking of Data

(1) If any technical data delivered under this contract are marked with the notice specified in paragraph g below and the use of such a notice is not authorized by this clause, or if the data bear any other unauthorized restrictive markings, the contracting officer may at any time either return the data or cancel

the markings. The contracting officer must afford the supplier at least 30 days to provide a written justification to substantiate the propriety of the markings. Failure of the supplier to timely respond, or to provide written justification, may result in the cancellation of the markings. The contracting officer must consider any written justification by the supplier and notify the supplier if the markings are determined to be authorized.

(2) The foregoing procedures may be modified in accordance with Postal Service regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder. In addition, the supplier is not precluded from bringing a claim in connection with any dispute that may arise as the result of a final disposition of the matter by a court of competent jurisdiction.

f. Omitted or Incorrect Markings

(1) Technical data delivered to the Postal Service without limited rights notice authorized by paragraph g below, or the copyright notice required by paragraph c above, will be deemed to have been furnished with unlimited rights, and the Postal Service assumes no liability for the disclosure outside the Postal Service, the supplier may request, within six months (or a longer time approved by the contracting officer) after delivery of the data, permission to have notices placed on qualifying technical data at the supplier's expense, and the contracting officer may agree to do so if the supplier:

(a) Indemnifies the technical data to which the omitted notice is to be applied;

(b) Demonstrates that the omission of the notice was inadvertent;

(c) Establishes that the use of the proposed notice is authorized; and

(d) Acknowledges that the Postal Service has no liability with respect to the disclosure, use, or reproduction of any such data made before the addition of the notice or resulting from the omission of the notice.

(2) The contracting officer may also (a) permit correction at the supplier's expense of incorrect notices if the supplier identifies the technical data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.

g. Protection of Limited Rights Data. When technical data other than data listed in b.1(a), (b), and (c) above are specified to be delivered under this contract and qualify as limited rights data, if the supplier desires to continue protection of such data, the supplier must affix the following "Limited Rights Notice" to the data, and the Postal Service will thereafter treat the data, subject to paragraphs e and f above, in accordance with the Notice:

LIMITED RIGHTS NOTICE

These technical data are submitted with limited rights under Postal Service Contract No. (and subcontract [], if appropriate). These data may be reproduced and used by the Postal Service with the express limitation that they will not, without written permission of the supplier, be used for purposes of manufacture or disclosed outside the Postal Service; except that the Postal Service may disclose these data outside the Postal Service for the following purposes, provided that the Postal Service makes such disclosure subject to prohibition against further use and disclosure:

(1) Use (except for manufacture) by support service suppliers.

(2) Evaluation by Postal Service evaluators.

(3) Use (except for manufacture) by other suppliers participating in the Postal Service's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

(4) Emergency repair or overhaul work.

This Notice must be marked on any reproduction of these data, in whole or in part.

h. Subcontracting. The supplier has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the supplier's obligations under the contract. If a subcontractor refuses to accept terms affording the Postal Service such rights, the supplier must promptly bring such refusal to the attention of the contracting officer and may not proceed with subcontract award without further authorization.

i. Relationship to Patents. Nothing contained in this clause implies a license to the Postal Service under any patent or may be construed as affecting the scope of any license or other right otherwise granted to the Postal Service.

CLAUSE 8-13 Intellectual Property Rights (January 1997) (8.3.10)

PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LISTING

<u>Attachment No.</u>	<u>No of Pages</u>	<u>Attachment Title</u>
01	03	Statement of Work
02	05	ORC Proposal
03	01	MEMO: Supplemental Ordering Instructions for clause 2-39

STATEMENT OF WORK RESEARCH PROCUREMENT REQUIREMENTS

I. BACKGROUND

The Postal Service regularly needs custom market research studies conducted to provide input for its marketing programs. The overall purpose of the research is to support internal customers in terms of product improvements, pricing of products, channel programs and other information needs.

Examples of the ways in which this research may be used include the following: increase or protect revenue, improve customer satisfaction, better meet customer needs, better understand customer actions, change product imagery, improve product features, align product offerings with customer requirements, develop new products, expand usage of existing products, develop appropriate pricing for new products, develop appropriate features for new products, improve effectiveness of our advertising, and drive customers to our brand.

The purpose of this Statement of Work is to provide the broader requirements associated with these research projects that the supplier must meet. Each individual task order will be accompanied by a task-specific Statement of Work that will provide the specific requirements for that task.

All task orders will be awarded as fixed-price contracts.

II. METHODOLOGY

Two broad approaches to Postal Service market research are used--qualitative research methodologies and quantitative research methodologies. Generally, the Postal Service will determine which type, or what combination, of these is needed.

A. Qualitative Research

Qualitative methodologies may be used to develop hypotheses relative to the issues being researched for later confirmation. They may also be used to gain a more in-depth understanding of a customer segment or about a certain product from a limited number of key individuals. The methodologies most often employed in this category include in-person or telephone interviews of an in-depth nature and of a meaningful length and focus group discussions. The one-on-one in person interviews may be conducted at the respondent's place of business or at a central location, depending on the needs of the project. Focus group discussions may include full groups of 8 to 12 individuals, mini groups of 4 to 5 individuals or triads. Focus group discussions via the Internet may also be used if appropriate to the project. The supplier shall be required to provide all of these approaches as needed.

When qualitative research is needed, the supplier shall be responsible for all project design and follow through. This will require the supplier to attend a meeting at headquarters to review the project goals and to understand the required information needs and outcomes. Furthermore, this also includes recruitment of all respondents, conducting of all interviews and focus groups, analysis of findings and production of written reports explaining the findings. Both a draft report and a final report reflecting Postal Service input will be required. Reports shall include sections concerning project background, methodology, executive summary, detailed findings, and conclusions/implications. Reports shall provide key insights, learnings and actionable information against objectives.

Additionally, a one-page abstract will usually be required for the Postal Service's Market Tracks information system. Reports and abstracts shall be provided via email. Final reports shall also be delivered in hard copy on the supplier letterhead, the number being specified in the task order. Because analytical and report quality are of the utmost importance to the Postal Service, draft and final reports shall be reviewed and signed off by supplier's management.

As needed, the supplier may be asked to develop and deliver a presentation of the research findings at Postal Service offices.

The supplier shall be responsible for purchasing all samples for recruitment of respondents except in those situations where the Postal Service is able to provide the sample from its database of customers. The latter situation would apply only when the targeted respondents are business customers of the Postal Service.

The supplier shall be required to provide all of the foregoing as specified in the task-specific Statement of Work and the contract. The supplier shall also provide quality control management of all phases of work.

B. Quantitative Research

Quantitative methodologies may be used to confirm hypotheses developed through qualitative research and to estimate the level and distribution of opinions or needs among the universe under study leading to decision-making concerning marketing or operational actions. Quantitative methodologies may also be used to obtain information and data for estimation of mail volumes and revenue and/or for use in rate cases presented before the Postal Rate Commission. A number of population segments and sub-segments may be of interest.

The methodologies most often employed in this type of research are telephone interviews and to a lesser extent intercept interviews. The Postal Service also wishes to explore and expand its use of online surveys when appropriate to the project goals.

When quantitative research is needed, the supplier shall be responsible for all project design and follow through. This will require the supplier to attend a meeting at headquarters to review the project goals and to understand the required information needs and outcomes. Furthermore, this also includes sample design, conducting of all interviews, analytical design, analysis of data, production of tabulations to specifications, and production of written reports explaining the findings. Both a draft report and a final report reflecting Postal Service input will be required. Reports shall include sections concerning project background, methodology, executive summary, detailed findings, explanatory tables and charts, and conclusions/implications. Reports shall provide key insights, learnings and actionable information against objectives.

Additionally, a one-page abstract will usually be required for the Postal Service's Market Tracks information system. Reports and abstracts shall be provided via email. Final reports shall also be delivered in hard copy on the supplier letterhead, the number being specified in the task order. Because analytical and report quality are of the utmost importance to the Postal Service, draft and final reports shall be reviewed and signed off by supplier's management.

As needed, the supplier may be asked to develop and deliver a presentation of the research findings at Postal Service offices.

The supplier shall be responsible for purchasing all samples for recruitment of respondents except in those situations where the Postal Service is able to provide the sample from its

database of customers. The latter situation would apply only when the targeted respondents are business customers of the Postal Service.

The supplier shall be required to provide all of the foregoing as specified in the task-specific Statement of Work and the contract. The supplier shall also provide quality control management of all phases of work.

DELIVERABLES

The task-specific Statement of Work shall supply the deliverable items for the specific project. These generally will include, but may not be limited to, the following:

- Meeting with Postal Service management at Postal Service offices to discuss the study objectives and goals.
- Detailed study design for Postal Service approval
- Detailed sampling plan and sample frame for Postal Service approval
- Sample selection
- Recruitment of participants or respondents
- Questionnaire and/or discussion guide and/or screener development for Postal Service approval
- Screener and/or questionnaire pretest with recommended changes in writing
- Completion of interviews and/or moderation of focus group discussions
- Draft and final data tabulations
- Analysis of findings or data
- Preparation of a draft and final report for Postal Service approval
- Preparation of a one-page summary of the findings for inclusion in the Market Tracks information system.
- Presentation of results, if required
- For rate case research, preparation of the relevant draft and final library reference for Postal Service approval
- For rate case research, the supplier shall also provide a rate case witness and written testimony in response to interrogatories for Postal Service approval, if required.

PERIOD OF PERFORMANCE

Each task-specific Statement of Work shall include the period of performance requirements. These specify the time frame required for completion of various project sub tasks including the draft and final reports. Any hard calendar dates for performance of specific tasks will also be provided. Because the completion of research tasks is integral to other work flow, these period of performance requirements are of the utmost importance and must be adhered to.

At the start of each project the supplier shall provide a planned work flow schedule and shall keep the Postal Service informed of any deviations that occur to the planned schedule.

ATTACHMENT 3
CONTRACT # 2APSER-05-B-3005

PURPOSE: Supplemental Technical Direction – WORK ORDERS

The following outlines the supplemental instructions for Work Orders issued under the executed Delivery Order issued under the referenced Contract and associated Schedule:

- Specific Supplies and Services to be furnished under a Delivery Order, as executed by the Contracting Officer, will be directed by authorized Postal Service personnel through the use of Work Orders.
- Authorized personnel include the Contracting Officer or a designated Contracting Officer's Representative (COR). No other personnel other than the Contracting officer or authorized COR may place Work Orders against this Delivery Order.
- The purpose of a Work Order is to specifically direct/task a supplier for a discrete and definable outcome/deliverable.
- The COR, or Ordering Office, must report the progress of this Delivery Order and the manner in which Work Orders are being issued to the Contracting Officer on a Quarterly Basis. The COR will maintain a log (record) of all Work Orders Placed, to include a Work Order number, title, description, dollar amount, deliverables and required delivery dates.
- The Sum Total of all Work Orders may not exceed the value of the Delivery Order without written authorization of the Contracting Officer.
- All Work Orders issued under this Delivery Order must be fixed price.
- Work Orders may be issued by the COR in writing, written telecommunication, electronic data interchange, or verbally. All verbal orders must be confirmed in writing.
- All Work Orders issued by the Postal Service must be preceded by receipt of a firm proposal from the supplier in response to a requirements document issued the Postal Service.
- All proposals must be presented in writing or written telecommunications.
- All proposals which are received by the COR(s) must be reviewed thoroughly by Contracting Officer or COR.
- If a proposal is requested from multiple sources (who have received executed Delivery Orders previously by the Contracting Officer), a documented recommendation must be given to the COR by the reviewer(s).

- The documented recommendation may be in writing, written telecommunication, or verbally.
 - All verbal recommendations must be confirmed in writing.
 - After receipt of these documented recommendations the COR will notify all potential suppliers in writing or written telecommunications who has received the Work Order and the general reason for the decision.
- The COR should negotiate with the supplier in the best interests of the Postal Service before the final Work Order is issued.
- The Supplier and the Postal Service must come to an agreement of scope and pricing issues prior to issuance of a Work Order.
- The COR will notify the supplier in writing, written telecommunication, electronic data interchange, or verbally to proceed with a Work Order. All Work Orders issued verbally will be documented.
- Issuance of a Work Order is considered confirmation of a binding agreement.
- The Supplier shall furnish the Contracting Officer with a Quarterly Status Report of the Work Orders issued, including value and progress.